

RECORDING FEE PAID \$ 1.25

10779

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REAL PROPERTY AGREEMENT

VOL 879 PAGE 36

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

- 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of Greenville

Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land situate about one mile South of the City of Greer, Chick Springs Township, Greenville County, State of South Carolina, designated as all of lot number FORTY FIVE (45) on plat of Pleasant Heights Development, property of R.A. & I.B. Dobson, according to survey and plat by H. L. Dunahoo, surveyor, dated September 4 and 5, 1950 and recorded in plat book "T" page 274, Greenville County R.M.C. Office and having the following metes and bounds, to-wit:

Beginning at point on the Northern side of Bailey Ave., joint front corner of lots 44 and 45 and running thence N. 5-00 E., 210 feet as the common line of said lots to the joint rear corner of lots 44, 45, 35 and 36; thence S. 84-30 E., 100 feet as the common rear line of lots 36 and 45 to the rear corner of lots 39 and 46; thence S. 5-00 W., 220 feet as the common line of lots 45 and 46 to point on Northern side of Bailey Ave., thence N. 78-30 W., 100 feet along Bailey Ave., to beginning corner.

This is a part of the same property conveyed to Joe L. & Mary L. Vaughn by deed recorded in deed book 572, page 90, Greenville County R.M.C. Office.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

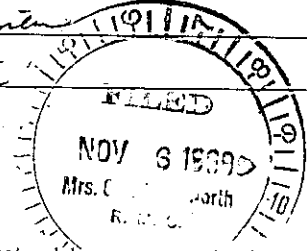
5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness J. William Hughes x Fred M. Painter

Witness Frances Lawson x Judy Painter

Dated at: Greenville, S.C. 11-5-69



State of South Carolina County of Greenville Personally appeared before me J. William Hughes who, after being duly sworn, says that he saw the within named Fred M. & Judy Painter act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me this 5 day of November, 1969 J. William Hughes (Witness sign here)

Notary Public, State of South Carolina My Commission expires at the will of the Governor Recorded November 6, 1969 At 9:30 A.M. # 10779

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Fred M. & Judy Painter to The Citizens and Southern National Bank of South Carolina, as Bank, dated 11-5-1969, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 11-6-1969, Book 879 at Page 36, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina Witness Frances Lawson Charles H. Welch By J. William Hughes (JLLO)

SATISFIED AND CANCELLED OF RECORD 31 DAY OF Mar 19 70 Olle Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 3:30 O'CLOCK P. M. NO. 21321